406; *Kelley* v. *Case,* 18 Hun 472. Such a contract can be made as to property acquired by gift, grant, devise, inheritance or otherwise. *McLure* v. *Lancaster,* 24 S. C. 273.

INJUNCTION—SCOPE OF INJUNCTION RESTRAINING OPERATION OF FURNACE.—Complainants secured an injunction perpetually restraining defendants from so operating their furnaces as to cause the injuries described in the bill, viz., emitting ore dust, which destroyed trees and shrubberies, drove tenants from their houses, and practically confiscated their whole property. Defendants continued to operate their furnaces, trying all possible means to prevent the injuries complained of. The dust still escaped to a certain extent. Complainants now petition that the directors and officers of the defendant corporation be adjudged in contempt of court and that attachment be issued against them for failure to comply with the terms of the enjoining decree. *Held,* that the petition be refused. *Sullivan et ux.* v. *Jones & Laughlin Steel Co. et al.* (1908), — Pa. —, 70 Atl. 775.

MESTREZAT, J., in dissenting, said: "As the defendants are still causing their furnaces to be operated so as * * * to be emitted from them clouds of ore dust, * * * causing substantially the same kind of injury, though not as great in extent, they have been guilty of refusing to obey the decree of the court." The court refused to grant the petition because the acts complained of were not clearly within the inhibition of the injunction, saying no injunction would have issued had there been no other injuries than the ones objected to in the petition. The following cases accord in principle: *Celluloid Co.* v. *Collar & Cuff Co.,* 24 Fed. 585; *Woodruff* v. *Gravel Co. et al.,* 45 Fed. 129; *Verplank* v. *Hall,* 21 Mich. 470; *Porous Plaster Co.* v. *Seabury et al.,* 1 N. Y. Supp. 134. The majority opinion is most practical. The acts enjoined were such as brought exceptional injuries to complainants. These had ceased. The damage objected to in the petition was such as must come to all who choose to live in a manufacturing centre.

INSURANCE—EXCEPTED RISK—AUTOMOBILE INSURANCE.—An automobile was insured against fire by a policy containing the following exception: "This policy does not cover loss or damage caused by fire originating within the vehicle." The machine was accidentally run into a ditch of water in such a manner that one of its head lamps was just above the surface of the water. Gasoline leaked from the machine, and, spreading over the surface of the water, was ignited by the lamp and the machine destroyed by the fire that ensued. In an action on the policy, *held,* that the loss was within the excepted risk. *Preston* v. *Aetna Ins. Co.* (1908), — N. Y. —, 85 N. E. 1006.

When the terms of an insurance policy are so ambiguous that reasonably intelligent men are unable to agree as to their construction, there is a uniform rule of the law that they will be construed in favor of the insured. *Hoffman et al.* v. *Aetna Ins. Co.,* 32 N. Y. 405; *Wells, Fargo & Co.* v. *Insurance Co.,* 44 Cal. 397; *Kennedy* v. *Agricultural Insurance Co.,*